

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bruce Taylor/954-327-3741

**PREPARED BY:** Heidi K. Cavicchia

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Townwide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ADOPTING AND AUTHORIZING THE REVISED INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE.

**REPORT IN BRIEF:** The Town Council approved an interlocal agreement with Broward County at the October 7, 2009 council meeting (R2009-253). We were subsequently notified by Broward County that a request had been made to add an Agreement Termination Clause. The original agreement which was signed by the Mayor and Town Administrator has been revised to include this clause (Article 6). We are asking for approval and execution of this revised agreement. The agreement provides for our participation in the NatureScape Irrigation Service which provides detailed evaluations of existing landscape design, operation and maintenance and recommends specific strategies for producing water savings and improvements in water quality through modifications in landscape and irrigation system design and maintenance. The original term of the agreement remains unchanged with a five year term through 2014. There are 20 municipalities that participate in this service and share the cost. The Town's share of the cost over the five year period of this agreement is \$16,822 with the first year cost in 2010 of \$3,044.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** Town Attorney reviewed

**FISCAL IMPACT:** not applicable

Has request been budgeted? Yes

If yes, expected cost: \$3,044.00

Account name and number: Miscellaneous 040-1058-536-0590

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, R2009-238, Revised Interlocal Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ADOPTING AND AUTHORIZING THE REVISED INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Davie approved the interlocal agreement between Broward County and the Town of Davie at its' October 7, 2009 Council meeting (R2009-253); and

WHEREAS, Broward County has subsequently added an Agreement Termination Clause to the original agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor and the Town Administrator to execute the revised Interlocal Agreement between Broward County and the Town of Davie, which is attached hereto as Exhibit "A".

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_

MAYOR/COUNCILMEMBER  
ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.



RESOLUTION NO. R-2009-253

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ADOPTING AND AUTHORIZING THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County and the Town of Davie desire to enter into an interlocal agreement pursuant to Florida Statute 163.01 (2009), also known as the "Florida Interlocal Cooperation Act of 1969", and other Florida law; and

WHEREAS, a high quality and adequate water supply is key to the current and continued support of urban and natural systems in Broward County; and

WHEREAS, consumptive use water demands county-wide are projected to increase by as much as 50 million gallons per day by the year 2025 based on current rates of consumption and anticipated population growth; and

WHEREAS, the county-wide Integrated Water Resource Plan seeks to optimize the beneficial uses of local water resources by creating more water and making our water resources go further; and

WHEREAS, local municipalities and water utilities helped to develop the Integrated Water Resource Plan through representation on the Water Advisory Board to the Broward County Board of County Commissioners and its Technical Advisory Committee; and

WHEREAS, successful implementation of the Integrated Water Resource Plan as a strategy for protecting the quality and quantity of local water resources is dependent upon community-wide participation; and

WHEREAS, it is estimated that up to fifty percent of total water consumption in Broward County is due to outdoor irrigation, and landscape runoff associated with over-irrigation and poorly maintained irrigation systems has been identified as one of the primary sources of surface water pollution; and

WHEREAS, Mobile Irrigation Labs (MILs) are identified by the State of Florida and the South Florida Water Management District as a preferred water conservation strategy offering measureable results; and



WHEREAS, in 2005, Broward County collaborated with municipal and water utility partners in the launching of a NatureScape Irrigation Service, a local variation of an MIL, designed to provide users with a detailed site evaluation and recommendations for producing water savings and water quality improvements through modifications in landscape and irrigation system design, maintenance operation; and

WHEREAS, since its inception, the NatureScape Irrigation Service has helped local partners to achieve more than 400 million gallons in annual water savings; and

WHEREAS, the parties desire to enter into a new interlocal agreement to provide for an additional five-year term to support water conservation goals, further water conservation strategies in support of consumptive use permit requirements, and achieve water quality improvements as part of the United States Environmental Protection Agency's National Pollutant Discharge Elimination System permitting program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor and the Town Administrator to enter into the Interlocal Agreement between Broward County and the Town of Davie, which is attached hereto as Exhibit "A".

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF October, 2009

ATTEST:

  
TOWN CLERK

  
MAYOR/COUNCIL MEMBER

APPROVED THIS 7<sup>th</sup> DAY OF October, 2009

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF COCONUT CREEK, CITY OF COOPER CITY, CITY OF CORAL SPRINGS,  
CITY OF DANIA BEACH, TOWN OF DAVIE, CITY OF DEERFIELD BEACH, CITY OF  
FORT LAUDERDALE, CITY OF HALLANDALE BEACH, CITY OF HOLLYWOOD, CITY  
OF LAUDERDALE LAKES, CITY OF LAUDERHILL, CITY OF MIRAMAR, CITY OF  
OAKLAND PARK, CITY OF PEMBROKE PINES, CITY OF PLANTATION, CITY OF  
POMPANO BEACH, CITY OF SUNRISE, CITY OF TAMARAC, CORAL SPRINGS  
IMPROVEMENT DISTRICT, and NORTH SPRINGS IMPROVEMENT DISTRICT

to

PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE  
TO BE OPERATED BY BROWARD COUNTY WITHIN THE WATER UTILITY  
SERVICE AREAS AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC  
TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION  
SYSTEM EVALUATIONS TO BE PERFORMED BY THE BROWARD COUNTY  
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT



INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF COCONUT CREEK, CITY OF COOPER CITY, CITY OF CORAL SPRINGS, CITY OF DANIA BEACH, TOWN OF DAVIE, CITY OF DEERFIELD BEACH, CITY OF FORT LAUDERDALE, CITY OF HALLANDALE BEACH, CITY OF HOLLYWOOD, CITY OF LAUDERDALE LAKES, CITY OF LAUDERHILL, CITY OF MIRAMAR, CITY OF OAKLAND PARK, CITY OF PEMBROKE PINES, CITY OF PLANTATION, CITY OF POMPANO BEACH, CITY OF SUNRISE, CITY OF TAMARAC, CORAL SPRINGS IMPROVEMENT DISTRICT, and NORTH SPRINGS IMPROVEMENT DISTRICT

to

TO PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE TO BE OPERATED BY BROWARD COUNTY WITHIN THE WATER UTILITY SERVICE AREAS AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS TO BE PERFORMED BY THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

This is an Interlocal Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF COCONUT CREEK, CITY OF COOPER CITY, CITY OF CORAL SPRINGS, CITY OF DANIA BEACH, TOWN OF DAVIE, CITY OF DEERFIELD BEACH, CITY OF FORT LAUDERDALE, CITY OF HALLANDALE BEACH, CITY OF HOLLYWOOD, CITY OF LAUDERDALE LAKES, CITY OF LAUDERHILL, CITY OF MIRAMAR, CITY OF OAKLAND PARK, CITY OF PEMBROKE PINES, CITY OF PLANTATION, CITY OF POMPANO BEACH, CITY OF SUNRISE, and CITY OF TAMARAC, municipal corporations existing under the laws of the State of Florida, CORAL SPRINGS IMPROVEMENT DISTRICT and NORTH SPRINGS IMPROVEMENT DISTRICT, independent political subdivisions of the State of Florida, hereinafter referred to as "SECOND PARTIES."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes (2009), also known as the "Florida Interlocal Cooperation Act of 1969", and other Florida law; and

WHEREAS, a high quality and adequate water supply is key to the current and continued support of urban and natural systems in Broward County; and

WHEREAS, consumptive use water demands county-wide are projected to increase by as much as 50 million gallons per day by the year 2025 based on current rates of consumption and anticipated population growth; and

WHEREAS, local water providers are facing immediate decisions related to planning for future water supply needs for human and natural systems; and

WHEREAS, the county-wide Integrated Water Resource Plan seeks to optimize the beneficial uses of local water resources by creating more water and making our water resources go further; and

WHEREAS, local municipalities and water utilities helped to develop the Integrated Water Resource Plan through representation on the Water Advisory Board to the Broward County Board of County Commissioners and its Technical Advisory Committee; and

WHEREAS, the conservation of water quality and quantity is a principle objective of the Integrated Water Resource Plan and is demonstrated to be one of the most cost-effective and immediate means of producing water for meeting future water supply needs; and

WHEREAS, successful implementation of the Integrated Water Resource Plan as a strategy for protecting the quality and quantity of local water resources is dependent upon community-wide participation; and

WHEREAS, it is estimated that up to fifty percent of total water consumption in Broward County is due to outdoor irrigation, and landscape runoff associated with over-irrigation and poorly maintained irrigation systems has been identified as one of the primary sources of surface water pollution; and

WHEREAS, Mobile Irrigation Labs (MILs) are identified by the State of Florida and the South Florida Water Management District as a preferred water conservation strategy offering measureable results; and

WHEREAS, in 2005, Broward County collaborated with municipal and water utility partners in the launching of a NatureScape Irrigation Service, a local variation of an MIL designed to provide users with a detailed site evaluation and recommendations for producing water savings and water quality improvements through modifications in landscape and irrigation system design, maintenance, operation; and

WHEREAS, since its inception, the NatureScape Irrigation Service has helped local partners to achieve more than 400 million gallons in annual water savings; and

WHEREAS, the parties desire to enter into a new agreement to provide for an additional five-year term to support water conservation goals, further water conservation strategies in support of consumptive use permit requirements, and achieve water quality improvements as part of the United States Environmental Protection Agency's National Pollutant Discharge Elimination System permitting program; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the COUNTY and the SECOND PARTIES agree as follows:

## ARTICLE 1

### DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement - This document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board - The Broward County Board of County Commissioners.
- 1.3 Contract Administrator - The Broward County Administrator, the Director of the Broward County Natural Resources Planning and Management Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with SECOND PARTIES and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 COUNTY - The Board as defined in Section 1.2 unless expressly provided otherwise.
- 1.5 County Attorney - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 Project - The Project consists of the services described in Article 2.

## ARTICLE 2

### SCOPE OF SERVICES

- 2.1 The COUNTY shall perform all work identified in this Agreement, which includes the following specific program requirements:

#### NatureScape Irrigation Service Evaluations

- a. Ensure that evaluations are performed in a manner that is consistent with established protocols.
- b. Perform NatureScape Irrigation Service evaluations on properties located within the water service area supported by each of the SECOND PARTIES.
- c. On an annual basis, conduct an initial evaluation on at least three sites that are to be selected at the discretion of each of the SECOND PARTIES. The NatureScape Irrigation Service evaluation will be performed by a Broward County staff person with training in irrigation system design and operation, expertise in landscape best management practices, and with permission and participation of the property manager/owner. The initial evaluation will serve to assess current rates of water consumption as a function of existing landscape design and maintenance, and based on the existing irrigation system condition and standard operation. Following the initial evaluation, the NatureScape Irrigation Service will provide the property owner/manager with specific recommendations for reducing total irrigation demands and increasing irrigation system efficiency through appropriate modifications in the landscape design, and irrigation system maintenance and operation. The results of the evaluation will be summarized in a site report to be distributed to the property owner/manager, presented in quarterly and annual program reports, and will include: a description of the irrigation system and site; list of recommended improvements; summary of current water consumption, potential water savings, and water savings realized as a result of the initial evaluation.
- d. No more than three months following the initial evaluation, conduct a follow-up evaluation of the three sites selected by each of the SECOND PARTIES. The follow-up evaluation will consist of an assessment of the degree to which the site-specific recommendations have been implemented and quantification of the water savings achieved as a result of the recommended improvements. The results of the follow-up evaluation will be presented to the property manager/owner and presented in quarterly and annual program reports.
- e. Identify and coordinate property managers/owners interested in pursuing NatureScape Certification as part of the NatureScape Irrigation Service evaluation. The County will provide property managers with expert assistance in developing a Florida Friendly landscape in order to meet the NatureScape Broward certification criteria. Properties certified as NatureScape properties as a result of the NatureScape Irrigation Service evaluation will be provided with unique signage to reflect this achievement and will be identified in the quarterly and annual program reports.

- f. Conduct additional NatureScape Irrigation Service site evaluations within each service area in accordance with the schedule presented in EXHIBIT "A." The number of additional NatureScape Irrigation Service evaluations to be performed will reflect each of the SECOND PARTIES' relative contributions to the total operational budget. These additional NatureScape Irrigation Service evaluation sites may be selected at the discretion of the COUNTY and may be identified based on the participation of property owners/managers in the Broward "Know the Flow" course. Each of the SECOND PARTIES will be notified in advance of additional evaluations to be conducted within their respective service areas. Evaluations will be conducted in accordance with the protocol detailed above in sections 2.1.a, 2.1.c, and 2.1.e.
- g. Prepare a five-year summary of the program accomplishments, including:
  - 1) total number and location of properties evaluated;
  - 2) analysis of potential versus actual water savings achieved as a result of the program;
  - 3) discussion of realized improvements in landscape practices with consideration of water quality implications;
  - 4) identification of NatureScape properties certified as a result of the NatureScape Irrigation Service, and;
  - 5) assessment of the overall performance of the NatureScape Irrigation Service.

### ARTICLE 3

#### SECOND PARTIES' RESPONSIBILITIES

- 3.1 The SECOND PARTIES agree to provide the COUNTY with a list of three (3) identified properties to be targeted for the NatureScape Irrigation Service, or coordinate with the COUNTY to identify appropriate properties, upon final execution of the agreement in 2009, and annually thereafter for a period of five (5) years.
- 3.2 The annual lists of properties shall be submitted to the Natural Resources Planning and Management Division of the Broward County Environmental Protection Department by December 6th of each contract year, to enable the COUNTY to conduct the specified number of annual evaluations and prepare quarterly and annual reports in a timely manner.

### ARTICLE 4

#### FINANCIAL CONTRIBUTION

- 4.1 COUNTY agrees to perform the services set forth in Article 2, SCOPE OF SERVICES, at a cost to each of the SECOND PARTIES of \$2,000.00 base participation plus a per capita cost allocation based on the 2007 census population data and as shown in EXHIBIT "A." The fees for 2010, 2011, 2012,

2013, and 2014 shall be payable upon invoice and in accordance with the schedule shown in EXHIBIT "A" for the work actually performed. Additional evaluations and services can be added at a unit cost of \$573 for each additional site evaluation with follow-up visit, or \$382 for each additional site evaluation without follow-up. Payment shall be made to COUNTY at:

Broward County Board of County Commissioners  
Jim Steinmuller, Accounting Division Administrator  
Governmental Center, Room 220  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

## ARTICLE 5

### TERM AND TIME OF AGREEMENT

- 5.1 This Agreement shall become effective upon execution by COUNTY and SECOND PARTIES and shall continue in full force and effect for five (5) years from the final party's execution of the Agreement; provided, however, if the term of this Agreement extends beyond a single fiscal year, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes (2009).
- 5.2 All duties, obligations, and responsibilities of SECOND PARTIES required by this Agreement shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by the COUNTY or any of the SECOND PARTIES is provided pursuant to Article 9, Notices. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

## ARTICLE 6

### TERMINATION

- 6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach, or for convenience by action of the Board upon not less than thirty (30) days' written notice. This Agreement may also be terminated by Contract Administrator upon such notice, as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health or safety. An erroneous termination for cause shall be considered a termination for convenience.

- 6.2 Termination of this Agreement for cause by any of the SECOND PARTIES shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Project notwithstanding whether any such breach was previously waived or cured.
- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 6.4 In the event this Agreement is terminated for convenience, COUNTY shall be paid for any services properly performed to the date the Agreement is terminated; however, upon being notified of a SECOND PARTY'S election to terminate, COUNTY shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. COUNTY acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by A SECOND PARTY, the receipt and adequacy of which is hereby acknowledged by COUNTY, is given as specific consideration to COUNTY for SECOND PARTY'S right to terminate this Agreement for convenience.

## ARTICLE 7

### ACCESS TO RECORDS AND OWNERSHIP OF DOCUMENTS

- 7.1 This Agreement may be unilaterally canceled by the parties for refusal by a party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.
- 7.2 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by SECOND PARTIES, whether finished or unfinished, shall be delivered by SECOND PARTIES to the Contract Administrator within seven (7) days of termination of this Agreement by either party.

- 7.3 Neither SECOND PARTIES nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

## ARTICLE 8

### GOVERNMENTAL IMMUNITY AND INSURANCE

- 8.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. COUNTY AND SECOND PARTIES, to the extent that they are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.
- 8.2 SECOND PARTIES are entities subject to Section 768.28, Florida Statutes, and SECOND PARTIES shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

## ARTICLE 9

### NOTICES

- 9.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

#### COUNTY:

Environmental Protection and Growth Management Department  
Director, Broward County Natural Resources Planning and Management Division  
Government Center West,  
1 North University Drive, Suite 301  
Plantation, Florida 33324



With copy to:

County Administrator  
115 South Andrews Avenue, Suite 409  
Fort Lauderdale, Florida 33301

SECOND PARTIES:

Mayor, City of Coconut Creek  
4800 West Copans Road  
Post Office Box 63-4007  
Coconut Creek, Florida 33063

Mayor, City of Cooper City  
9090 Southwest 50 Place  
Cooper City, Florida 33328

Mayor, City of Coral Springs  
9551 West Sample Road  
Coral Springs, Florida 33065

Mayor, City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004

Mayor, Town of Davie  
6591 Southwest 45 Street  
Davie, Florida 33314

Mayor, City of Deerfield Beach  
150 Northeast Second Avenue  
Deerfield Beach, Florida 33441

Mayor, City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

Mayor, City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, Florida 33009

Mayor, City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

Mayor, City of Lauderdale Lakes  
4300 NW 36 Street  
Lauderdale Lakes, Florida 33319

Mayor, City of Lauderdale  
3800 Inverrary Blvd., #301  
Lauderhill, Florida 33319

Mayor, City of Miramar  
6700 Miramar Parkway  
Miramar, Florida 33023

Mayor, City of Oakland Park  
3650 Northeast 12 Avenue  
Oakland Park, Florida 33334

Mayor, City of Pembroke Pines  
10100 Pines Boulevard  
Pembroke Pines, Florida 33025

Mayor, City of Plantation  
400 Northwest 73 Avenue  
Plantation, Florida 33317

Mayor, City of Pompano Beach  
100 West Atlantic Boulevard  
P. O. Drawer 1300  
Pompano Beach, Florida 33061

Mayor, City of Sunrise  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351

Mayor, City of Tamarac  
7525 Northwest 88 Avenue  
Tamarac, Florida 33321

District Manager  
Coral Springs Improvement District  
10300 NW 11 Manor  
Coral Springs, Florida 33071

District Manager  
North Springs Improvement District  
10300 NW 11 Manor  
Coral Springs, Florida 33071

## ARTICLE 10

### MISCELLANEOUS

- 10.1 **ASSIGNMENT:** COUNTY shall perform the said services provided for in this Agreement exclusively and solely for the SECOND PARTIES which are parties to this Agreement. SECOND PARTIES shall not have the right to assign this Agreement.
- 10.2 **MATERIALITY AND WAIVER OF BREACH:** COUNTY and SECOND PARTIES agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 10.3 **COMPLIANCE WITH LAWS:** SECOND PARTIES shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 10.4 **SEVERANCE:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or SECOND PARTIES elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 10.5 **JOINT PREPARATION:** The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 10.6 **PRIORITY OF PROVISIONS:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

- 10.7 JURISDICTION, VENUE, WAIVER OF JURY TRIAL: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts. By entering into this Agreement, SECOND PARTIES and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.
- 10.8 AMENDMENTS: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and SECOND PARTIES. Further, SECOND PARTIES acknowledge and agree that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement
- 10.9 PRIOR AGREEMENTS: This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 10.10 INCORPORATION BY REFERENCE: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "A" is incorporated into and made a part of this Agreement.
- 10.11 REPRESENTATION OF AUTHORITY: Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.
- 10.12 MULTIPLE ORIGINALS: Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and SECOND PARTIES, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements  
Approved by Broward County  
Risk Management Division

Approved as to form by  
Office of the County Attorney  
Broward County, Florida  
Jeffrey Newton, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Michael C. Owens (date)  
Senior Assistant County Attorney

Date \_\_\_\_\_

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND SECOND PARTIES TO PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE TO BE OPERATED BY BROWARD COUNTY WITHIN THE WATER UTILITY SERVICE AREAS AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS TO BE PERFORMED BY THE BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

TOWN OF DAVIE

Attest:

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO FORM:

TOWN \_\_\_\_\_  
~~City~~ Attorney



**EXHIBIT "A"**  
**NIS Proposed Cost Distribution FY 2010 – 2014**

	Service Area Pop - 2007	% Total Pop - 2007	Base Participation Per Year	<sup>1</sup> 2010 Total Cost	<sup>1</sup> 2011 Total Cost	<sup>1</sup> 2012 Total Cost	<sup>1</sup> 2013 Total Cost	<sup>1</sup> 2014 Total Cost	5-Year Cost	% Total Cost	<sup>2</sup> Additional Evaluations
Coconut Creek	54,129	4%	\$2,000	\$4,010	\$4,211	\$4,421	\$4,642	\$4,874	\$22,159	4.23%	2
Cooper City	31,479	2%	\$2,000	\$3,169	\$3,328	\$3,494	\$3,669	\$3,852	\$17,511	3.34%	1
Coral Springs	60,776	4%	\$2,000	\$4,257	\$4,470	\$4,693	\$4,928	\$5,174	\$23,523	4.49%	2
CSID	43,835	3%	\$2,000	\$3,628	\$3,809	\$4,000	\$4,200	\$4,410	\$20,047	3.83%	2
Dania Beach	15,757	1%	\$2,000	\$2,585	\$2,714	\$2,850	\$2,993	\$3,142	\$14,285	2.73%	1
Davie	28,120	2%	\$2,000	\$3,044	\$3,197	\$3,356	\$3,524	\$3,700	\$16,822	3.21%	1
Deerfield Beach	54,620	4%	\$2,000	\$4,028	\$4,230	\$4,441	\$4,663	\$4,897	\$22,260	4.25%	2
Fort Lauderdale	185,576	12%	\$2,000	\$8,892	\$9,336	\$9,803	\$10,293	\$10,808	\$49,133	9.38%	8
Hallandale Beach	35,109	2%	\$2,000	\$3,304	\$3,469	\$3,643	\$3,825	\$4,016	\$18,256	3.48%	1
Hollywood	141,422	10%	\$2,000	\$7,252	\$7,615	\$7,995	\$8,395	\$8,815	\$40,072	7.65%	6
Lauderhill	61,579	4%	\$2,000	\$4,287	\$4,501	\$4,726	\$4,963	\$5,211	\$23,688	4.52%	3
Lauderdale Lakes	31,355	2%	\$2,000	\$2,782	\$2,921	\$3,067	\$3,221	\$3,382	\$15,372	2.93%	0
Miramar	106,756	7%	\$2,000	\$5,965	\$6,263	\$6,576	\$6,905	\$7,250	\$32,958	6.29%	3
NSID	37,993	3%	\$2,000	\$3,411	\$3,582	\$3,761	\$3,949	\$4,146	\$18,848	3.60%	1
Oakland Park	30,583	2%	\$2,000	\$3,136	\$3,293	\$3,457	\$3,630	\$3,812	\$17,327	3.31%	1
Pembroke Pines	151,075	10%	\$2,000	\$7,611	\$7,991	\$8,391	\$8,810	\$9,251	\$42,053	8.03%	6
Plantation	87,202	6%	\$2,000	\$5,238	\$5,500	\$5,775	\$6,064	\$6,367	\$28,946	5.52%	4
Pompano Beach	83,290	6%	\$2,000	\$5,093	\$5,348	\$5,615	\$5,896	\$6,191	\$28,143	5.37%	3
Sunrise	185,773	12%	\$2,000	\$8,899	\$9,344	\$9,811	\$10,302	\$10,817	\$49,173	9.39%	8
Tamarac	59,970	4%	\$2,000	\$4,227	\$4,438	\$4,660	\$4,893	\$5,138	\$23,358	4.46%	2
<b>Total</b>	<b>1,486,399</b>	<b>100%</b>	<b>\$40,000</b>	<b>\$94,819</b>	<b>\$99,559</b>	<b>\$104,537</b>	<b>\$109,764</b>	<b>\$115,253</b>	<b>\$523,932</b>	<b>100.00%</b>	<b>57</b>

<sup>1</sup> Total costs for each year reflect a 5% cost of living increase.

<sup>2</sup> It is estimated that a total of 177 evaluations will be completed in a year. Each participant will select 3 properties for an initial and follow-up evaluation. The follow-up evaluation will be used to calculate long-term water savings resulting from the service. The additional evaluations will be allocated based on each party's service area population relative to the population for the total area included in the study. Each utility is guaranteed three (3) "initial" evaluations, plus the additional evaluations identified in the last column above. Regardless of how subsequent sites are identified, each party will be notified of evaluations to be conducted in their respective service area and the results of each evaluation, which will be presented in both quarterly and annual reports.



